

1 Hon. Richard A. Jones
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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

10 RUBIE'S COSTUME COMPANY, INC.,
11 a New York corporation,

12 Plaintiff,

13 v.

14 QUANZHOU HENG KAI BAG CO.
15 LTD.; LUO LI JIANG; BAI JIANG;
16 FENG HUANG; DONGYUAN DENG;
17 NENG LIU; XIA YA QIN; XIA BU;
YUEXI INTERNATIONAL TRADING
COMPANY; and JOHN DOES 1-10,
currently unknown individuals and
entities,

18 Defendants.

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20 No. 2:18-cv-01531-RAJ

**RUBIE'S COSTUME COMPANY'S
MOTION TO CONFIRM
SUFFICIENCY OF ALTERNATIVE
SERVICE**

21 Note on Motion Calendar:
March 13, 2020

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26 **I. INTRODUCTION**

This Court granted Plaintiff Rubie's Costume Company ("Rubie's") leave to serve certain defendants in this case with a summons and complaint via email and through those certain defendants' Amazon.com storefronts. Rubie's served those defendants via email. However, Amazon.com's "Buyer Seller Messaging" feature no longer accepts communications other than inquiries relating to the potential purchase of a product or service. Accordingly, that Amazon.com feature rejected Rubie's attempts to send the

summons and complaint through the “Buyer Seller Messaging” feature. Rubie’s brings this motion to confirm that service via registered email (with delivery confirmation) constitutes adequate service under the Court’s order authorizing alternative service.

II. FACTS

On November 25, 2019, this Court issued an Order Granting in Part and Denying in Part Plaintiff's Motion for Alternative Service Under Fed. R. Civ. P. 4(f)(3) (Dkt. No. 23) (the "Alternative Service Order"). In the Alternative Service Order, the Court granted Rubie's leave to serve Defendants Luo Li Jiang, Bai Jiang, Feng Huang, Dongyuan Deng, Xia Ya Qin, and Xia Bu with the Second Amended Complaint (Dkt. No. 24), a Summons, and the Alternative Service Order by the following unique email addresses and Amazon Seller Accounts:

Defendant	Amazon.com Seller Account	Email Address
Luo Li Jiang	“HEYMA” (A2ZZZPMHYOI9NN)	baijiang178@sina.com
Bai Jiang	“HEYMA” (A2ZZZPMHYOI9NN)	baijiang178@sina.com
Feng Huang	“AOSKA” (A2G6UEBMPDG0CB)	neile998@sina.com
Dongyuan Deng	“GoPrime.online-shop” (A2NKKAP3SFL0N0)	goprime.jc@hotmail.com
Xia Ya Qin	“XONOR-US” (A1IBZ2YQ3N7KD1)	xonoreu@163.com sales01@y2elec.com
Xia Bu	“BOBOO” (A3JOORNG3JX4WR)	buxiode1119@sina.com

See Alternative Service Order at 3. The Court further directed that Rubie's serve Defendants in accordance with the Alternative Service Order within 14 days of the date of the Order. *Id.*

Rubie's successfully served Second Amended Complaint, a Summons, and the Alternative Service Order on all of the above-listed defendants with the exception of Xia Bu

1 via registered email on December 9, 2019. *See* Proof of Service on Luo Li Jiang (Dkt. No.
 2 30); Proof of Service on Bai Jiang (Dkt. No. 27); Proof of Service on Feng Huang (Dkt. No.
 3 29); Proof of Service on Dongyuan Deng (Dkt. No. 28); Proof of Service on Xia Ya Qin (Dkt.
 4 No. 31). In each instance, Rubie's used a registered email service called RMail, which
 5 provides confirmation of delivery. *Id.* Rubie's indeed received confirmation of delivery of the
 6 email containing the Second Amended Complaint, the Summons, and the Alternative Service
 7 Order on these defendants. *Id.*

8 Rubie's also attempted to serve the Second Amended Complaint, the Summons, and
 9 the Alternative Service Order on these defendants through the Amazon.com Buyer Seller
 10 Messaging feature. *Id.* However, that feature rejected Rubie's attempted submissions. *Id.*
 11 Rubie's inquired with Amazon.com regarding why the Buyer Seller Messaging feature
 12 rejected its attempted submissions. *See* Declaration of David Siegel in Support of Rubie's
 13 Costume Company's Motion to Confirm Sufficiency of Alternative Service ("Siegel Decl.")
 14 ¶ 2. A representative of Amazon.com investigated and later informed Rubie's that the Buyer
 15 Seller Messaging feature was engineered to prevent certain kinds of contacts with sellers, and
 16 that Amazon.com was unable to modify that feature to allow service of the Second Amended
 17 Complaint, a Summons, and the Alternative Service Order through that feature. *Id.* ¶ 3. That
 18 Amazon.com representative later sent a letter in which she wrote:

19 Amazon's Buyer Seller Messaging feature is designed to facilitate
 20 communication about products and services between Amazon's Buyers and
 21 Sellers, and has in place many guardrails that may prevent a message from
 22 being delivered based on a number of signals that the contact is not an
 23 inquiry related to the potential purchase of a Seller's products or services.
 24 As contacts from a brand or legal representative to a Seller would not
 25 constitute the intended use of the feature, these contacts were not delivered
 26 successfully. We are unable to modify the functionality of this feature
 temporarily to allow for these contacts to be delivered successfully.
 Siegel Decl. Ex. 1. Amazon.com's representative further wrote that "[i]f the contact was
 delivered successfully, the contact would be sent to the same contact email address that
 Amazon has previously supplied to the brand." *Id.*

III. ARGUMENT

This Court has already found that Rubie's methods of alternative service (email and through defendants' Amazon.com storefronts) are not expressly prohibited by international agreement and are permissible under Fed. R. Civ. P. 4(f)(3). *See* Alternative Service Order at 2. As directed by the Court, the Second Amended Complaint, a Summons, and the Alternative Service Order were served by registered email, with confirmation of delivery, on Defendants Luo Li Jiang, Bai Jiang, Feng Huang, Dongyuan Deng, and Xia Ya Qin. *See* Proofs of Service (Dkt. Nos. 27-31). However, service through those defendants' Amazon.com storefronts (using the Amazon.com "Buyer Seller Messaging" feature) is no longer possible. *See* Siegel Decl. ¶ 3 & Ex. 1. Critically, however, even had the Amazon.com Buyer Seller Messaging feature accepted the Second Amended Complaint, a Summons, and the Alternative Service Order, that messaging feature would have simply sent those materials to the same email addresses by which Rubie's successfully did serve Defendants Luo Li Jiang, Bai Jiang, Feng Huang, Dongyuan Deng, and Xia Ya Qin. *Id.* ¶ 3 & Ex. 1; *see also* Declaration of Aleem Aziz in Support of Rubie's Costume Company's Motion for Alternative Service (Dkt. No. 21) ¶¶ 7-15. Put another way, service through the Amazon.com Buyer Seller Messaging feature would only duplicate the already confirmed email service on these defendants.

Because the Amazon.com Buyer Seller Messaging feature no longer permits transmission of documents such as the Second Amended Complaint, a Summons, and the Alternative Service Order, and because even if that feature did transmit such documents to defendants it would merely duplicate the already confirmed email service on the defendants, Rubie's requests that the Court confirm that service through registered email (with confirmation of delivery) complies with the Alternative Service Order and Fed. R. Civ. P. 4(f)(3).

IV. CONCLUSION

For the foregoing reasons, Rubie's requests that the Court confirm that Rubie's service via registered email (with confirmed delivery) of the Second Amended Complaint, a Summons, and the Alternative Service Order on Defendants Luo Li Jiang, Bai Jiang, Feng Huang, Dongyuan Deng, and Xia Ya Qin complies with the Alternative Service Order and Fed. R. Civ. P. 4(f)(3). A proposed order is submitted herewith.

DATED: February 27, 2020

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